

RESOLUTION NO. 2012-186

A RESOLUTION OF THE LODI CITY COUNCIL
APPROVING THIRD AMENDMENT OF 2003 WATER
SALE AGREEMENT BETWEEN WOODBRIDGE
IRRIGATION DISTRICT AND THE CITY OF LODI

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NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby approve the Third Amendment to the 2003 Water Sale Agreement between Woodbridge Irrigation District and the City of Lodi permitting the retroactive banking of 2011 and 2012 water and agreeing to install additional filtration facilities and engage in storm water management practices, as shown on Exhibit A attached hereto; and

BE IT FURTHER RESOLVED that the City Council does hereby authorize the City Manager to execute the amendment.

Dated: November 21, 2012

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I hereby certify that Resolution No. 2012-186 was passed and adopted by the City Council of the City of Lodi in a regular meeting held November 21, 2012, by the following vote:

AYES: COUNCIL MEMBERS – Hansen, Johnson, Katzakian, Nakanishi,
and Mayor Mounce

NOES: COUNCIL MEMBERS – None

ABSENT: COUNCIL MEMBERS – None

ABSTAIN: COUNCIL MEMBERS – None


RANDI JOHL
City Clerk

**THIRD AMENDMENT TO 2003 AGREEMENT FOR PURCHASE OF WATER
FROM WOODBRIDGE IRRIGATION DISTRICT BY CITY OF LODI**

The CITY of LODI and the WOODBRIDGE IRRIGATION DISTRICT agree that the May 13, 2003 "Agreement for Purchase of Water from the Woodbridge Irrigation District by the City of Lodi," as amended by the First Amendment on January 17, 2008 and by the Second Amendment on April 9, 2009, is further amended this ____ day of _____, 2012 as follows.

1. Section 3.e. of the Agreement is amended by the following deletion and insertion on lines 3 and 4:

e. Commencing on January 1 of the seventh year following the year in which execution of this Agreement occurs, the amounts payable to the District under paragraph 1, and the amounts payable to the District under subparagraphs 3.b. and 3.d, shall be increased by two percent per year above the amounts payable during the preceding calendar year. In the event that the annual change in the Consumer Price Index (CPI-W, unadjusted U.S. average) published in December of each year by the United States Bureau of Labor Statistics, commencing in December in the year preceding such seventh year, has increased more than two (2) percent above the December Index of the prior year, the increases in the amounts payable in the ensuing year shall be in the percentage of that increase; provided that any such annual increase shall not exceed five percent (5%).

2. A new subparagraph d. relating to additional banked water is inserted in Section 8, as follows:

d. Supplemental Tier II Banked Water Account. Lodi is unable to begin the use of its 6,000 acre-foot annual water entitlement from the District in the year 2011, and may be unable to use all of its 6,000 acre-foot entitlement in year 2012. District agrees that Lodi shall have the right to bank the unused water during the years 2011 and 2012 in a supplemental "Tier II banked water account" with the District, in addition to the 42,000 acre-feet of water already banked under paragraph 8.a., but not to exceed an additional 12,000 acre-feet, under the following terms. Such Tier II banked water shall be available to Lodi during the term of this Agreement (up to October 15, 2047), after all of Lodi's 42,000 acre-feet of already-banked water under paragraph 8.a. and all of its then-accrued deficiency banked water under paragraph 8.b., has been requested by and made available to Lodi. The Tier II banked water shall be delivered to Lodi on its request, at no additional charge, in such years at such times and in such amounts as the District has additional water available, as determined solely by the District, that is in excess of the District's delivery obligations in that year under the following:

- a) the 6,000 a.f. contract water entitlement of Lodi,
- b) the 6,500 a.f. contract water entitlement of Stockton,
- c) any water that may be requested by Stockton that remains in its banked water account,

- d) Any water that either Lodi or Stockton are entitled to purchase under their respective Agreements resulting from annexation of agricultural lands;
- e) Any water Stockton desires to purchase under its existing contract with WID for the purchase of additional available water (which is subject to Lodi's right to purchase such additional water on a parity with Stockton).

3. The existing subsection 8.d. is renumbered to 8.e., as follows:

e. Except as provided in subparagraph a, no credits shall accrue for water that is available to but is unused by the City.

4. A new Section 14.b. is inserted, as follows:

14.b. Improvements to City's Storm Drain System which discharges water into District's South Main Canal. In order to minimize impacts to the quality of the water conveyed by the District through its South Main Canal system, which is used by the District to deliver water to its agricultural customers and to deliver water to the City of Stockton for municipal purposes, and to comply with the City's obligation under its Storm Water Management Plan which requires the City to reduce and eliminate pollutant discharges to the maximum extent practicable from its storm water system into waters tributary to waters of the U.S., City shall take the following steps to eliminate and reduce from the waters discharged from the City's storm water system into the District Canal any contaminants or toxic substances, including plant debris, fertilizers, pesticides, dirt, wastes, or automotive fluids, that may be contained in said discharged waters:

- During the periods each year the District is conveying water in the South Main Canal for delivery to its users (which begins on or after March 1 and ends on or before October 31), City will reroute the drainage into the District's Canal from the City's storm water system at its pump station at Century Station, into City's DeBenedetti detention basin, for settling, storage and evaporation and percolation into the groundwater basin. In the event the DeBenedetti basin fills, flows of settled water will be redirected back to Century Station for discharge to the District's Canal long enough to create additional storage and settling capacity in the DeBenedetti basin. The process will be repeated as necessary to prevent the direct discharge from the City's Storm Drain System into the District Canal during the remainder of the period the District is scheduled to deliver water that season, i.e., up to October 31.
- Installation and maintenance of a trash removal system capturing substantially all of the Shady Acres water shed at a technically feasible location that utilizes current available separation technology. The system shall be approved by the District and will be designed with the capacity to remove trash and grass, but the City only guarantees the installation of a system so designed.

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(signatures on the following page)

WOODBIDGE IRRIGATION DISTRICT

Dated: _____, 2012

WILLIAM STOKES
President

ATTEST:

APPROVED AS TO FORM:

ANDERS CHRISTENSEN
District Secretary

DANIEL F. GALLERY
Attorney for Woodbridge Irrigation District

CITY OF LODI, a California municipal
corporation

Dated: _____, 2012


KONRADT BARTLAM
City Manager

ATTEST

APPROVED AS TO FORM:

RANDI JOHL, City Clerk

D. STEPHEN SCHWABAUER
City Attorney



11/02/12